

Southern Railway System

P.O. Box 1808
Washington, D.C. 20013

KARL A. STOECKER
VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

RECEIVED
AUG 5 10 20 AM '77
920 15TH STREET, N.W.
TEL. (202) 928-3460
FEE OPERATION 30

August 5, 1977
59692, 59080

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 8330-2 Filed & Recorded

AUG 5 1977-10 22 AM

INTERSTATE COMMERCE COMMISSION

7-217A026
AUG 5 1977
Date
Fee \$ 10

Dear Mr. Homme:

ICC Washington, D

I enclose six original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with an original counterpart for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplemental Agreement dated as of July 1, 1977, to an Equipment Trust Agreement between Citibank, N.A., Trustee, and Southern Railway Company dated as of May 1, 1976, constituting Southern Railway Equipment Trust No. 3 of 1976.
- (2) The Supplement is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:

1 - new 70-ton 60' Flat Car bearing road number 152092, AAR designation FM.

The unit of equipment will be marked with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION 20c OF THE INTERSTATE COMMERCE ACT.
- (3) The Equipment Trust Agreement was filed and recorded in your office on May 18, 1976, at 10:00 a.m., and was assigned Recordation No. 8330.
- (4) After recordation, the original document should be returned to Joseph C. Dimino, Esq., Attorney, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

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(5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "K. A. Stoecker".

K. A. Stoecker

Enclosures

Executed in 7 Counterparts
of which this is Counterpart No. /

8330-2
Filed & Recorded

AUG 5 1977-10 21 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of
July 1, 1977, by and between

CITIBANK, N.A., a national banking association duly
incorporated and existing under the laws of the United States
of America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and
CENTRAL OF GEORGIA RAILROAD COMPANY, a Georgia corporation
(together called the "Company"), parties of the second part;

W I T N E S S E T H THAT:

WHEREAS, by agreement dated as of May 1, 1976, (the
"Agreement"), between the Trustee and the Company, there
was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF
1976; and

WHEREAS, Southern Railway Company assigned a portion of
its interest in the Agreement to Central of Georgia Railroad
Company by assignment dated as of May 2, 1976; and

WHEREAS, by the Agreement the Trustee did let and lease
to the Company certain railroad equipment (the "Equipment")
therein particularly described for a term from and after
May 1, 1976, to and including May 1, 1991, upon the terms
and conditions therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that in the event any units of the Equipment become unsuitable
in any respect for the use of the Company and the Company shall
have paid to the Trustee the selling price or Fair Value, as
defined in the Agreement, of such units, then upon the filing with
the Trustee of the appropriate documents, any monies paid to the
Trustee pursuant to said Section 4.9 or Section 4.7 of the Agree-
ment may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to
cause to be sold, assigned, transferred and set over unto the
Trustee, as trustee under the Agreement, one (1) new 70-ton
60' Flat Car bearing Central of Georgia Road Number 152092
(the "Additional Equipment"):

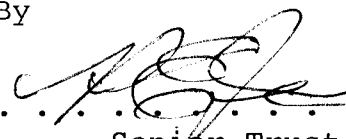
NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement, to wit, until May 1, 1991, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.


This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

CITIBANK, N.A.,
Trustee
By


.....
Senior Trust Officer

ATTEST:


.....
Trust Officer

SOUTHERN RAILWAY COMPANY,
CENTRAL OF GEORGIA RAILROAD COMPANY,
By

..... 
Vice President

ATTEST:


.....
Assistant Secretary

STATE OF NEW YORK)
) ss:
County of New York)

On this 7TH day of July, 1977, before me personally appeared RALPH E. JOHNSON, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association, pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.



IDA M. HAINESWORTH
Notary Public, State of New York
No. 24 - 4646216
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1979

DISTRICT OF COLUMBIA.

On this 3rd day of August, 1977, before me personally appeared L. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and CENTRAL OF GEORGIA RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of said corporations pursuant to due corporate authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.



C. O. WAGNER
Notary Public
In and For the District of Columbia
My Commission Expires May 31, 1982